

Exhibit E

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF COLORADO

3 Case No. 19-cv-00874-RBJ-MEH

4 WARNER BROS. RECORDS, INC., et al.,

5 Plaintiffs,
6 vs.

7 CHARTER COMMUNICATIONS, INC.

8 Defendant.

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10 Proceedings before MICHAEL E. HEGARTY, United
11 States Magistrate Judge, United States District Court for the
12 District of Colorado, commencing at 3:03 p.m., February 19,
13 2020, in the United States Courthouse, Denver, Colorado.

14
15 WHEREUPON, THE ELECTRONICALLY RECORDED PROCEEDINGS
16 ARE HEREIN TYPOGRAPHICALLY TRANSCRIBED. . .

17
18 APPEARANCES

19 NEEMA SAHNI, JONATHAN SPERLING and MATT OPPENHEIM,
20 Attorneys at Law, appearing for the Plaintiffs.

21 ERIN RANAHAN, SEAN ANDERSON, CRAIG JOYCE and
22 JENNIFER GOLINVEAUX (via phone), Attorneys at Law, appearing
23 for the Defendant.

24
25 DISCOVERY CONFERENCE

1 not challenged on things like this and they will go to the
2 end still claiming a right when they -- if they look deeper.

3 THE COURT: Are you doing anything to challenge
4 that, then, in Cox?

5 MS. RANAHAN: I would hope so. I'm not on the Cox
6 team, unfortunately or fortunately, depending on how you look
7 at it, but I believe that's a subject of -- I mean, that --
8 it just happened here, right, and we're looking at it, you
9 know, it's interesting that it would -- and they were ordered
10 to produce the work-for-hire agreements in that case.

11 So I don't know what the reason was that they
12 pursued damages claims which now, looking at the face of the
13 registration so obvious, if it's obvious, why was it in this
14 case.

15 THE COURT: Let me ask you something.

16 MR. SPERLING: Yes, Your Honor.

17 THE COURT: Are you counsel in Cox?

18 MR. SPERLING: I am not, Your Honor, Mr. Oppenheim.

19 MR. OPPENHEIM: I was lead counsel for Cox.

20 THE COURT: Can I ask you this?

21 MR. OPPENHEIM: Happy to.

22 THE COURT: Is it acceptable in a federal court
23 after a jury renders a verdict that there may be a 5
24 percent -- I'm going to throw out a number, a 5 percent rate
25 that the collective plaintiffs had no right to the works so

1 that that's \$50 million? Is that an acceptable way to
2 proceed in federal court in a damages case, that you get that
3 \$50 million, even though as a technical matter you weren't
4 entitled to it? Is that proper?

5 MR. OPPENHEIM: So the answer, I have no idea that
6 that's not the situation in the slightest.

7 THE COURT: No, but hypothetically, is that proper?

8 MR. OPPENHEIM: I can't -- Your Honor, I'm not in a
9 position to opine on that. The plaintiffs in that case were
10 sued works that we had every rights to pursue. The
11 defendant, counsel on the other side, Winston & Strawn,
12 defended vigorously on the ownership issue, on the
13 registration working, on the work-for-hire issue. They lost
14 those issues. We won those issues.

15 THE COURT: You mean on the discovery?

16 MR. OPPENHEIM: Not only on discovery, Your Honor,
17 but on summary judgment. We won summary judgment of
18 ownership on everyone of the works that we moved on.
19 Actually, I take that back, there were a handful of works
20 that we dropped found at the end because of issues, but we're
21 talking about 10 or 12, I believe.

22 On the work-for-hire issue, we had an entire
23 briefing and there was a decision by the Court on the
24 work-for-hire issue, and the Court decided that if a -- if a
25 company -- the designation of a copyright registration, of a

1 registered and they were before the jury.

2 THE COURT: Right, and by -- you don't need to
3 stand, but you can. Have you seen the outcome of this 110
4 sample?

5 MR. OPPENHEIM: I have, Your Honor.

6 THE COURT: Okay. And do you believe now that
7 every plaintiff that prevailed in the Virginia case actually
8 was the correct legal entity, having the correct ownership
9 right, every single one, was the correct legal entity having
10 the correct legal ownership right and is entitled to that
11 money as a matter of law? Do you believe that sitting here
12 today?

13 MR. OPPENHEIM: Your Honor, I believe that the
14 judgment --

15 THE COURT: No, no, that's not what I'm asking you.
16 If you can't answer the question, say you can't answer the
17 question.

18 MR. OPPENHEIM: Your Honor, I'm not sure -- I
19 can't -- I believe that the judgment that was rendered there
20 on every single work was an appropriate judgment. I believe
21 that the -- not only by the jury, but by the judge.

22 To the extent that they're now suggesting because
23 certain works were dropped that we did not -- appear to not
24 own the works, there is no evidence to suggest that.

25 THE COURT: That's not the question I asked you.

1 If you can't answer my question, I appreciate that.

2 MR. OPPENHEIM: I can't answer your question.

3 THE COURT: Okay.

4 MS. RANAHAN: Can I just say one thing about what
5 happened on this issue?

6 THE COURT: Yes.

7 MS. RANAHAN: In the Cox case, we didn't have the
8 work-for-hire agreements, so it wasn't before the judge, and
9 the discovery court didn't allow it, but it wasn't raised
10 like I'm raising it now. It was kind of a side issue that
11 wasn't really emphasized. Once we got to trial, we realized
12 we needed this, we didn't have them, so now we're going to
13 try to get them in this case.

14 Separately what happened on the Cox rulings for
15 these issues that were presented on summary judgment, is the
16 Court struck our declarations finding them to be getting
17 around the page limit, the attorney declarations trying to
18 make this argument, so just disregarded all of the chain of
19 title issues that we found just as a procedural matter saying
20 these are trying to get around the page number, I'm not going
21 to read it. I understand it's dry and boring and long stuff,
22 but we had a lot of arguments there that were disregarded
23 procedural.

24 On top of that, plaintiffs were able to cure any --
25 they were able to submit declarations that said, Well, we may